

Privacy Statement Texting Factory

Effective: May 2021

Our company, Webtech Interactive Media Ltd (“**Company**” “**us**” “**we**” “**our**”), runs a website available at <https://www.textingfactory.com> (“**Platform**”), where users can learn about Texting Factory and apply for a freelance position as text chat operator as more fully explained in the Terms. This California Privacy Notice (“**Notice**”) applies to “Contractors” and “Consumers” as defined by the California Consumer Privacy Act (together with related regulations the “**CCPA**”) as a supplement to our other privacy policies or notices. In the event of a conflict between any other Company policy, statement or notice and this Notice, this Notice will prevail as to California Consumers and their rights under the CCPA. Please see also any general privacy policy or notice posted or referenced on our websites, apps, products, or services.

This Notice covers our collection, use, disclosure, and sale of California Consumers’ “Personal Information” (“**PI**”) as defined by the CCPA, except to the extent such PI is exempt from the notice obligations of the CCPA for the twelve months preceding the Effective Date. This Notice also explains the rights California Consumers have under the CCPA, and provides other notices to Californians required by other laws. The description of our data practices in this Notice covers only calendar year 2021, and will be updated annually. Our practices after the Effective Date may differ, however, if materially different from this Notice, we will provide pre-collection notice of the current practices, which may include reference to our general privacy policy or other applicable privacy notices, which will reflect current practices.

This Notice reflects our good faith understanding of the law and our data practices as of the date posted (set forth above), but there remain differing interpretations of the CCPA. Accordingly, we may from time-to-time update information in this and other notices regarding our data practices and your rights, modify our methods for responding to your requests, and/or supplement our response to your requests, as we continue to develop our compliance program to reflect the evolution of the law and our understanding of how it relates to our data practices.

Consistent with the CCPA, applicants, current and former independent contractors, and subjects of certain business-to-business communications acting solely in their capacity as representatives of another business, are not considered “Consumers” for purposes of this Notice or the rights described herein. Publicly available information is also not treated as PI under the CCPA, so this Notice is not intended to apply to that data and your Consumer privacy rights do not apply to that data.

To aid in readability, in some places we have abbreviated or summarized CCPA terms or language, but a full copy of the CCPA is available at Title 1.81.5 of the California Civil Code, Sections 1798.100 - 199 for your review. Terms defined in the CCPA that are used in this Notice with initial capitalizations shall have the same meaning as in the CCPA.

You can click on the following blue links to navigate to the different sections in this Notice.

Contents

1. PI We Collect

- (A) Sources of PI
- (B) Use of PI

2. Sharing of PI

3. California Privacy Rights

- (A) The Right to Know
 - I. Categories
 - II. Specific
- (B) Do Not Sell
- (C) Delete
- (D) Non-Discrimination and Financial Incentive Programs
- (E) Authorized Agents
- (F) Limitation of Rights

4. Additional California Notices

- (A) Third Party Marketing and Your California Privacy Rights
- (B) Children and Minors

5. Contact Us

1. PI WE COLLECT.

Based on our 2021 data practices through the Effective Date, we give you notice that we collect the following types of PI about California Consumers (including Contractors), and use and share it as set forth below. This notice will be updated annually, and our current privacy notices at the point of collection, and general privacy policies, may reflect more current practices.

Category of PI	Examples of PI	Categories of Recipients.
<p>1. Identifiers</p>	<p>This may include, but is not limited to: a real name, postal address, email address, account name, or other similar identifiers.</p>	<p>Business Purposes:</p> <ul style="list-style-type: none"> ● Hosting providers ● Payment providers ● Website analytic providers ● Our affiliates ● Other Service Providers ● Other users of the Platform <p>Sale: Not Sold</p>
<p>2. Personal Records</p>	<p>This may include, but is not limited to information such as: physical characteristics or description, bank account number, credit card number, debit card number, or any other financial information.</p>	<p>Business Purposes:</p> <ul style="list-style-type: none"> ● Hosting providers ● Payment providers ● Website analytic providers <p>Sale: Not Sold</p>
<p>3. Personal Characteristics or Traits</p>	<p>This may include, but is not limited to: sexual preferences, marital status, race, disability, gender identity.</p>	<p>Business Purposes:</p> <ul style="list-style-type: none"> ● Hosting providers ● Other users of the Platform <p>Sale: Not Sold</p>
<p>4. Customer Account Details / Commercial Information</p>	<p>This may include, but is not limited to: products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.</p>	<p>Business Purposes:</p> <ul style="list-style-type: none"> ● Hosting providers ● Payment providers <p>Sale: Not Sold</p>
<p>5. Internet Usage Information</p>	<p>This may include, but is not limited to: Internet Protocol address and information regarding your interaction with the Platform.</p>	<p>Business Purposes:</p> <ul style="list-style-type: none"> ● Hosting providers ● Website analytic providers <p>Sale: Not Sold</p>
<p>6. Inferences from PI Collected</p>	<p>This may include, but is not limited to: creating a profile about a Consumer reflecting the Consumer's preferences and characteristics.</p>	<p>Business Purposes:</p> <ul style="list-style-type: none"> ● Hosting providers

		Sale: Not Sold
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The chart above reflects the categories of personal information required by the CCPA. There may be additional information that we collect that meets the CCPA's definition of personal information but is not reflected by a category, in which case we will treat it as personal information as required by the CCPA, but will not include it when we are required to describe our practices by category of personal information.

As permitted by the applicable law, we do not regard de-identified data or aggregate consumer information as PI and we reserve the right to convert, or permit others to convert, your PI into deidentified data or aggregate consumer information, and may elect not to treat publicly available information as PI. We have no obligation to re-identify information or keep it longer than we need it to respond to your requests.

A. Sources of PI.

We may collect your PI directly from you, or from service providers, vendors, our affiliates, or other individuals and businesses.

B. Use of PI.

Generally, we collect, retain, use and share your PI to provide you services, operate our Platform, process your registration to our Platform, process payments and transactions, enable your communications with others on the Platform, manage and improve the Platform, and as otherwise related to the operation of our business. For more detail on our disclosures of PI, see the next section Sharing of PI.

We may collect, retain, use, and share your PI for one or more of the following business purposes involved in the processing of PI:

- **Services:** to provide your services and for purposes related to the operation of our business, including marketing our business;
- **Research and Development:** to further develop our Platform and new products and services;
- **Quality Assurance:** to verify or maintain the quality and safety of our Platform and to improve, upgrade, or enhance the service we provide;
- **Security:** to detect security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity;
- **Debugging:** to identify and repair errors that impair existing intended functionality; and
- **Other Business Purposes:** to comply with your directions, applicable law or legal process, or for other business purposes that do not constitute a sale of your personal information as defined by the CCPA such as disclosure to our service providers and their subcontractors.

In addition, we may collect, retain, use and share your PI as required or permitted by applicable law and as set forth in the next section.

2. SHARING OF PI.

We may share PI with our service providers, other vendors, affiliates, and/or third parties, as set forth in the chart above at PI We Collect.

The PI you disclose via the Platform is not shared with other users and operators of the Platform. Your PI may also be transferred to other controllers within the group of companies of which we are part (i.e., our affiliates), but only where this is necessary for administrative purposes.

In addition, your PI may be disclosed to third parties that provide us with various services in support of our Platform, including hosting and analytical services. We may also share your PI with payment providers, which facilitate transactions and the purchase of credits on the Platform. We may further share your personal data as described in the chart above with government authorities, law enforcement bodies and similar entities if required by law or deemed in our interest, with external advisors and with our personnel who are subject to appropriate confidentiality obligations.

3. CALIFORNIA PRIVACY RIGHTS.

We provide California Consumers the privacy rights described in this section. You have the right to exercise these rights via an authorized agent who meets the agency requirements of the CCPA and related regulations. As permitted by the CCPA, any Right to Know or Right to Delete request you submit to us is subject to an identity verification process ("**Verifiable Consumer Request**"). In order for us to look into your request, we first need to verify your identity, meaning that we need to make sure that you are the Consumer we may have collected PI about or a person who has been duly authorized to make the request on behalf of the Consumer. You are not required to create a password-protected account with us to make a Verifiable Consumer Request, but you may use your password-protected account to do so. To protect consumer privacy, we will not provide or delete PI unless you have provided sufficient information for us to reasonably verify you are the Consumer about whom we collected PI, or that person's authorized agent. To make a request, email us at support@textingfactory.com and respond to any follow up inquiries we may make or use your password-protected account.

If we cannot comply with a request, we will explain the reasons in our response. We will use PI provided in a Verifiable Consumer Request only to verify your identity or authority to make the request and to track and document request responses, unless you also gave it to us for another purpose.

We will make commercially reasonable efforts to identify Consumer PI that we collect, process, store, disclose and otherwise use and to respond to your California Consumer privacy rights requests. In some cases, particularly with voluminous and/or typically irrelevant data, we may suggest that you receive the most recent or a summary of your PI and give you the opportunity to elect whether you want the rest or not. We reserve the right to direct you to where you may access and copy responsive PI yourself. We will typically not charge a fee to fully respond to your requests; provided, however, that we may charge a reasonable fee, or refuse to act upon a request, if your request is excessive, repetitive, unfounded or overly burdensome. If we determine that the request warrants a fee, or that we may refuse it, we will give you notice explaining why we made that decision. You will be provided a cost estimate and the opportunity to accept such fees before we will charge you for responding to your request.

Consistent with the CCPA and our interest in the security of your PI, we will not deliver to you your financial account information, an account password, or security questions or answers in response to a CCPA request; however, you may be able to access some of this information yourself through your account if you have an active account with us.

Your California Consumer privacy rights are as follows:

A. The Right to Know

I. Categories:

You have the right to send us a request, no more than twice in a twelve-month period, for any of the following for the period that is twelve months prior to the request date:

- The categories of PI we have collected about you.
- The categories of sources from which we collected your PI.
- The business or commercial purposes for our collecting or selling your PI.
- The categories of third parties to whom we have shared your PI.
- A list of the categories of PI disclosed for a business purpose in the prior 12 months and, for each, the categories of recipients, or that no disclosure occurred.
A list of the categories of PI sold about you in the prior 12 months and, for each, the categories of recipients, or that no sale occurred.

To make a request, send us an email at support@textingfactory.com with the email address you used to register your account with on the Platform. If you don't have a password-protected account with us, we are required to verify your request to know categories of PI to a reasonable degree of certainty, which may include matching at least two data points provided by you with data points maintained by us, which we have determined to be reliable for the purpose of verifying your identity. If you fail to do so we will be unable to verify you sufficiently to honor your request. The information you send for us to verify your identity will be used for this purpose only. If we cannot verify you to this standard we will refer you to this Notice for general information on our data practices. For your specific pieces of information, as required by the CCPA, we will apply the heightened verification standards set forth in subsection (ii) below.

Please note that PI is retained by us for various time periods, so we may not be able to fully respond to what might be relevant going back 12 months prior to the request.

II. Specific Pieces:

You have the right to make or obtain a transportable copy, no more than twice in a twelve-month period, of your PI that we have collected in the prior 12 months and are maintaining. To make a request, send us an email at support@textingfactory.com with the email address you used to register your account with the Platform. If you don't have a password-protected account with us, we are required to verify your request to know specific pieces of PI to a reasonably high degree of certainty, which may include matching at least three data points provided by you with data points maintained by us, which we have determined to be reliable for the purpose of verifying your identity together with a signed declaration under penalty of perjury that the requestor is the Consumer whose PI is the subject of the request. If you fail to provide the data points, we will be unable to verify you sufficiently to honor your request. The information you send for us to verify your identity will be used for this purpose only. If we cannot verify you to this standard we will treat the request as a categories request as set forth in subsection (i) above.

Please note that PI is retained by us for various time periods, so we may not be able to fully respond to what might be relevant going back 12 months prior to the request.

B. The Right to Know - Do Not Sell:

As of the Effective Date, we do not believe that we "sold" PI as such term is defined under the CCPA, and we will not sell PI that we collected without having given you an opportunity to opt-out unless we first give you notice of our intent to sell and an express opportunity to opt-out of that sale.

We do not knowingly sell PI of Consumers under 16.

We may disclose your PI for the following purposes, which are not a sale: (i) if you direct us to share PI; (ii) to comply with your requests under the CCPA; (iii) disclosures to our affiliates as explained above, or as part of a merger or asset sale; and (iv) as otherwise required or permitted by applicable law. See also the disclosures above on business purposes disclosures, which are also not a sale.

C. The Right to Know - Delete:

Except to the extent we have a basis for retention under CCPA, you may request that we delete your PI that we have collected directly from you and are maintaining. Our retention rights include, without limitation, to complete transactions and services you have requested or that are reasonably anticipated, for security purposes, for legitimate internal business purposes, including maintaining business records, to comply with law, to exercise or defend legal claims, and to cooperate with law enforcement. Note also that we are not required to delete your PI that we did not collect directly from you. To make a request, send us an email at support@textingfactory.com with the email address you used to register your account with the Platform. You are not required to create a password-protected account with us to make a Verifiable Consumer Request, but you may use your password-protected account to do so. If you don't have a password-protected account with us, we are required to verify your request to delete to a reasonable degree of certainty, which may include matching at least two data points provided by you with data points maintained by us, or to a reasonably high degree of certainty, which may include matching at least three data points provided by you with data points maintained by us, depending on the sensitivity of the PI and the risk of harm to you posed by unauthorized deletion. If you fail to provide the data points, we will be unable to verify you sufficiently to honor your request. The information you send for us to verify your identity will be used for this purpose only. .

Also, you can always opt-out of our commercial emails without making a deletion request by following the unsubscribe instructions on the bottom of those messages.

D. The Right to Know- Non-Discrimination and Financial Incentive Programs:

We will not discriminate against you in a manner prohibited by the CCPA because you exercise your CCPA rights.

E. Authorized Agents:

If a Consumer chooses to submit a request through an authorized agent, Company requires the Consumer to:

- Provide the authorized agent written permission to submit a request, a copy of which must be provided to us;
- Verify that instruction and their own identity directly with us.

If the authorized agent has a power of attorney issued under California Probate Code sections 4000 to 4465, then the written agreement is not necessary. In the absence of any of the two general conditions detailed above, we will reject any request submitted through an agent. In addition, the agent is subject to the verification standards applicable to the type of request(s) made.

F. The Right to Know - Limitation of Rights:

Notwithstanding anything to the contrary, we may collect, use and disclose your PI as required or permitted by applicable law and this may override your CCPA rights. In addition, we need not honor any of your requests to the extent that doing so would infringe upon our or any other person or party's rights or conflict with applicable law.

4. ADDITIONAL CALIFORNIA NOTICES.

In addition to CCPA rights, certain Californians are entitled to certain other notices, including:

A. Third Party Marketing and Your California Privacy Rights:

We do not share personal information as defined by California Civil Code § 1798.83 (“Shine the Light law”) with third parties, other than our affiliates, for their direct marketing purposes without obtaining your consent. If you are a California resident, you may request information about our compliance with the Shine the Light law by sending us an email at support@textingfactory.com or by sending a letter to La Salanene Complex, Ground Floor, Vaea Street, Saleufi, Apia, Samoa Any such request must include "California Privacy Rights Request" in the first line of the description and include your name, street address, city, state, and ZIP code. Please note that we are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than through this email address or mail address.

As these rights and your CCPA rights are not the same and exist under different laws, you must exercise your rights under each law separately.

B. Children and Minors:

The Platform is intended for a mature audience. We do not intend to collect personal information as defined by the U.S. Children’s Online Privacy Protection Act, or personal information of minors. If you are under the age of eighteen (18), or otherwise under the age of majority where you reside (19 or 21 in some states) then you are not permitted to register as a user, create an account or otherwise use the Platform or submit personal information to us and we accordingly do not knowingly sell or publicly display minors’ personal information. In the event we are informed that we have obtained a child’s or minor’s personal information, we will delete it, or otherwise take appropriate action, as required by applicable law. This removal process cannot ensure complete or comprehensive removal. For instance, third parties may have republished or archived content by search engines and others that we do not control.

5. CONTACT US.

For more information on your California privacy rights send us an email at support@textingfactory.com. Or, write to us at La Salanene Complex, Ground Floor, Vaea Street, Saleufi, Apia, Samoa.